

Sean Park and Michelle Park

SEAN M PARK,  
MICHELLE PARK  
P.O. BOX 3054  
La Mesa, CA 91944

FILED

10 JUL 26 AM 10:28

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DEPUTY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA/ SAN DIEGO DIVISION

SEAN M PARK,  
MICHELLE PARK

CASE NO. **'10 CV 1548** MMA NLS

COMPLAINT FOR:

Plaintiffs

v.

1. Washington Mutual Bank, FSB/  
JP Morgan Chase Home Finance LLC  
(Lender)  
800 State Highway 121 Bypass  
Lewisville, Texas 75067-4180
2. California Reconveyance Company  
(Trustee), 9200 Oakdale Avenue,  
MS CA2-4379, Chatsworth, CA 91211
3. Chicago Title Company  
Park Camino Branch  
2365 Northside Drive #600  
San Diego, CA 92108
4. Universal Business Services, Albert E.  
Mora (Trustee) 2148 E. Cortez St.  
West Covina, CA 91791. 3053 Rancho  
Vista Blvd STE 140 Palmdale, CA  
93551
5. Stocker Street Development, BCS  
International, Ramsgate Inc, Blueline  
Funding Group, Janik Network  
(Beneficiary under Universal Business  
Services) Addresses unknown
6. Tyona Rensen, Commission  
#1749359, Notary Public Address  
unknown
7. Does 1-10

1. DECLARATORY RELIEF;
2. INJUNCTIVE RELIEF;
3. DETERMINE NATURE, EXTENT  
AND VALIDITY OF LIEN;
4. CONTRACTUAL BREACH OF  
GOOD FAITH FAIR DEALING;
5. VIOLATIONS OF TILA;
6. VIOLATIONS OF RESPA;
7. VIOLATIONS OF CALIFORNIA  
CIVIL CODE 2932.5;
8. RECISSION;
9. ALLEGED FRAUD
10. ALLEGED FORGERY
11. UNFAIR AND DECEPTIVE ACTS  
AND PRACTICES (UDAP);
12. BREACH OF FIDUCIARY DUTY;
13. UNCONSCIONABILITY;
14. PREDATORY LENDING;  
CALIFORNIA BUSINESS AND  
PROFESSIONS CODE SECTION  
17200;
15. QUIET TITLE

**Jury Trial Demanded**

Location: 880 Front Street, San Diego, CA

(Judge:

)Dept:

Date Filed:

Trial:

Defendants.

CR

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## INTRODUCTION

COMES NOW the Plaintiff SEAN M. PARK AND MICHELLE PARK (hereinafter referred to as "Plaintiff" or "Borrower", or Plaintiffs or Borrowers) alleges as follows:

## JURISDICTIONAL ALLEGATIONS

1. This is an action for money damages in excess of \$75,000.
2. At all times material to this lawsuit, Sean M. Park and Michelle Park were/are residents of San Diego County, California.
3. At all times material to this lawsuit, Washington Mutual Bank, FSB/ J P Morgan Chase (Lender) is in the State of Florida.
4. The subject property is located in San Diego County, State of California.
5. This court (San Diego County) has jurisdiction.

## GENERAL FACTUAL ALLEGATIONS

6. 02 November 2007 Plaintiff and Defendant entered into a written contractual agreement.
7. Terms of the Contract were stated in APN # 350-602-10 Loan Number #3018313076 with Washington Mutual Bank, FSB (Original Lender) [also known as J P Morgan Chase (Chase) and Chicago Title Escrow #78023965-N89
8. July 2009-Plaintiff due to recession phoned Washington Mutual Bank, FSB, Chase weekly in regards to a loan modification.
9. 07 September 2009-Letter from WAMU/CHASE regarding eligibility for a Loan Modification stating they are committed to helping.
10. 28 September 2009-Email to Jaime Dimon, CEO regarding a loan modification.
11. 16 October 2009- Notice of Default Recorded Document # 2009-0575252
12. 22 October 2009-Response letter from Carla Brantley, Executive Offices regarding Loan modification. Communicated with Ms. Brantley for months for loan modification to no avail.
13. Plaintiff, diligently worked with Chase and supplied needed required documents for loan modification however no progress with Chase.
14. Trespassing- November 24, 2009 and January 3, 2010- Buczek Enterprises hired by Chase to change locks on property. Tenants vacated immediately. Notified Ms. Brantley.
15. Plaintiff, continued to send updated documents required to modify loan however, it is apparent Chase has no intention of modifying. Plaintiff has been denied several times and documents will show Chases failure to state any reason for modification denial.
16. 25 April 2010-Notice of Trustee's Sale for May 17, 2010.
17. 05 May 2010- Lender stated sale on hold. Submitted documents required to lender for modification. Chase will not modify unless entire balance is paid.
18. 17 May 2010- Notice of Trustee's Sale #439299CA

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19. 13 May 2010 sent Qualified Written Request, Complaint, Dispute of Debt, Validation of Debt, TILA request. Defendants received Fed Ex. May 14, 2010.
20. 28 May 2010-Notice of Trustee's Sale-California Reconveyance Company #439299CA-postponed due to loan modification denial dispute
21. 07 June 2010-Defendants (Lender, Trustee, Escrow) failed to respond to UCC Financing Statement Document #2010-0299502 recorded in San Diego County.
22. 17 June 2010-Defendant (lender) failed to respond to specific and pertinent questions in QWR dated May 13, 2010 and received and confirmed by defendant May 14, 2010 fed ex regarding personal viewing of original loan documents. Defendant further **stated all information not included is unavailable or considered proprietary, and will not be provided.**
23. 15 June 2010-UCC Financing Statement Document #2010-0299502 Recorded in San Diego County attached is a Common Law Lien, A Fixture Filing and UCC Financing Statement Document # 2010-0347292, Notice of Lien dated July 12, 2010.
24. 02 July 2010- Plaintiff's letter to Defendant (Lender) to produce original loan documents and that failure to answer pertinent and specific questions are taken as an Administrative default as per the Administration Procedures Act of 1946. Administration Procedures Act of 1946.
25. 10 July 2010-Notice of new Trustee's Sale July 27, 2010 10:00 am.
26. 12 July 2010-Letter to Defendant (Trustee-California Reconveyance Company) concerning disclosure of "lien" on property regarding Trustee's Sale date July 27, 2010 10:00a.m.
27. 13 July 2010-Letter of intimidation from Chase Home Finance LLC (Defendant) stating recent documents sent (UCC financial statements) are invalid and not recognized by JP Morgan Chase, N.A. and are invalid and my attempts to ask for pertinent loan information is fraudulent and unlawful.
28. 20 July 2010- Letter (4) faxes to (Defendants) Chase and (1) to California Reconveyance Company warning of "cloud on title" and 3<sup>rd</sup> party trustee will be added as additional Defendant. Plaintiff, has repeatedly asked (Lender) for Original Loan Documents for personal viewing to no avail.
29. 26 July 2010-Plaintiff files complaint against defendants asks court for stay.
30. 27 July 2010-Notice of Trustees Sale scheduled 10:00am.
31. **Plaintiff, requests the Court take Judicial Notice of the UCC Financing Statement Recorded Document # 2010-0299502 Recorded JUNE 15, 2010 2:20 PM.** Said document includes a perfected Common Law Lien as Per California Civil Code Section 22.2. Copies were Fed Ex overnight to all defendants listed above and confirmation was received on 6/16/2010.
32. **Also, Plaintiff, request the Court takes Judicial Notice of the UCC Financing Statement Recorded Document # 2010-0347292 Recorded July 12, 2010 9:34 am in San Diego County, Notice of Lien,** according to California Civil Code Section 22.2. 9. See 2010-0299502 Initial Financing Statement.

## PARTIES

1. At all times relevant herein, Plaintiff's (also referred to herein as Plaintiff) were over the

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1 age of eighteen and were residents of the City of La Jolla, County of SAN DIEGO, State of  
2 California,

3 2. The real estate: that is the subject of this litigation is 7419 DRAPER AVENUE LA JOLLA,  
4 CA 92037 APN 350-602-10 (hereinafter referred to as "Subject Property"),

5 3. Plaintiff purportedly entered into a loan repayment and security agreement on or about,  
6 NOVEMBER 2, 2007 with Defendant WASHINGTON MUTUAL BANK, FSB, (hereinafter  
7 referred to as "ORIGINAL MORTGAGE LENDER"), which required Plaintiff to repay a loan  
8 of \$1,000,000 to ORIGINAL MORTGAGE LENDER.

9 4. Plaintiff is informed and therefore believes that Defendant ORIGINAL MORTGAGE  
10 LENDER, a Business Entity, form unknown, is a corporation, authorized to do business in  
11 the State of California, ORIGINAL MORTGAGE LENDER was the original mortgage lender  
12 with an unknown business address.

13 5. Plaintiff is informed and therefore believes that Defendant WASHINGTON MUTUAL  
14 BANK, FSB (hereinafter referred to as "ORIGINAL MORTGAGE BROKER"), a Business  
15 Entity, form unknown, is a corporation, authorized to do business in the State of California.  
16 ORIGINAL MORTGAGE BROKER was the original mortgage broker with an unknown  
17 business address.

18 6. Plaintiff is informed and therefore believes that Defendant CHICAGO TITLE COMPANY,  
19 (hereinafter referred to as "ORIGINAL ESCROW/ TITLE COMPANY"), a Business Entity,  
20 form unknown, is a corporation, authorized to do business in the State of California.  
21 CHICAGO TITLE COMPANY is the original Escrow/Title Company for the loan, with an  
22 unknown business address,

23 7. Plaintiff is informed and therefore believes that CALIFORNIA RECONVEYANCE  
24 COMPANY, a Business Entity, form unknown, is a corporation, authorized to do business in  
25 the State of California. CALIFORNIA RECONVEYANCE COMPANY is the current mortgage  
26 nominee/beneficiary and has a business address of 9200 OAKDALE AVENUE, MAIL STOP  
27 CA2-4379, CHATSWORTH, CA 91311

28 8. Plaintiff is informed and therefore believes that UNIVERSAL BUSINESS SERVICES, a  
Business Entity, (Trustee). Plaintiff's name and signatures were Allegedly Forged on Short  
Form Deed of Trust dated 01 August 2007 notarized and recorded Document #2010-  
0258446 on May 24, 2010 9:43 A.M. Universal Business Services, a.k.a. Albert E. Mora,  
listed the following as Beneficiaries under their Trusteeship. (a.) Stocker Street  
Development, (b.) BCS International, (c.) Ramsgate Inc, (d.) Blueline Funding Group and  
(e.) Janik Network. Tyona Rensen, Commission #1749359, is listed as licensed notary on  
forged document. Plaintiff has never heard of Universal Business Services, Albert E. Mora,  
any beneficiary listed or Tyona Rensen or signed said document.

The Defendants (each of them named in paragraphs 1 through 10 above in **General  
Factual Allegations**, shall collectively be referred to as "DEFENDANTS") named herein "all

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persons unknown", claiming any legal or equitable right, title estate, lien or interest in the property described in this Complaint adverse to Plaintiffs title thereto and as DOES 1 through 100 (hereinafter referred to as "UNKNOWN DEFENDANTS") are unknown to Plaintiff. These unknown Defendants and each of them claim some right, title, estate, lien or interest in the Subject Property hereinafter described adverse to Plaintiff's title and their claims and each of them constitute a cloud on Plaintiff's to the Subject Property. Plaintiff is informed and therefore believes, and on that basis alleges that each fictitiously named herein as a Doe is responsible for the events happening hereinafter alleged. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and capacities of said fictitiously named Defendants when ascertained,

9. Plaintiff is informed and therefore believes and on that basis alleges that at all times mentioned herein, the UNKNOWN DEFENDANTS are individuals and/or business entities whose forms are unknown and were agents, principals, employees, employers and co-conspirators of each and every other named or unnamed Defendant in this Complaint. Plaintiff is informed and therefore believes and on that basis alleges that each of said Defendants is and at all relevant times herein, was acting within the scope and consent of the remaining named and unnamed Defendants.

10. Whenever, in this Complaint an act or omission of a corporation or business entity is alleged, the allegation shall be deemed to mean and include an allegation that the corporation or business entity acted or omitted to act through its authorized officers, directors, agents, servants, and/or employees, acting within the course and scope of their duties, that the act or omission was authorized by corporate managerial officers or directors, and that the act or omission was ratified by the officers and directors of the corporation or business entity.

11. During the processing and sale of this loan to Plaintiff, ORIGINAL MORTGAGE LENDER and ORIGINAL MORTGAGE BROKER were aware that "payment shock" would occur because of the manner in which Defendants qualified Plaintiff for the current loan product. The underwriting process and failure to properly verify Plaintiff's assets, income, debt and risks created a circumstance for Plaintiff wherein foreclosure would be inevitable and Defendants were aware of this fact. ORIGINAL MORTGAGE LENDER also increased a Yield Spread Premium to ORIGINAL MORTGAGE BROKER. ORIGINAL MORTGAGE LENDER then has the opportunity to recoup the premium fees paid to ORIGINAL MORTGAGE BROKER upon foreclosure. As a result of the lack of ownership in the Subject Property, coupled with the excessive fees and unfair structure, Plaintiff suffered tremendous "payment shock" and was required to investigate the actions of the Defendants

12. As a result of their mortgage activities, Defendants and each of them are and were subject to and must comply with the Federal Truth In Lending Act (hereinafter referred to as "TILA") [15 U.S.C. §1601-1667f); [24 C.F.R § 3500,1-3500.17]; the Real Estate Settlement Volatility of the loan product(s) provided by Defendants.

28. The Defendant's utilized excessive closing costs/fees that axe actionable for treble damages pursuant to 12 U.S.C, § 2607. Those fees include, but are not limited to the



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1 mortgage brokers loan origination fee and a Yield Spread Premium by ORIGINAL  
2 MORTGAGE LENDER plus processing fees. ORIGINAL MORTGAGE LENDER paid  
3 ORIGINAL MORTGAGE BROKER premiums for increased yields in rates. In the case of an  
adjustable loan the lender's higher yield is in the margin. The higher the margin for the  
borrower, the higher the premium would be to the broker.

4  
5 29. The purpose of entering into the above-described mortgage loan transactions was for  
6 Plaintiff to eventually own the Subject Property, that purpose was knowingly and  
intentionally thwarted and indeed made impossible by Defendants' actions alleged herein.

7 30. Plaintiff is informed and believes the following legal violations were incurred during the  
8 handling and processing of Plaintiff's loan:

9 31. Plaintiff is informed and believes and therefore alleges that the underwriter approved  
10 this loan based only upon a stated income and a medium to high-risk credit score and a  
11 belief that the property would continue to increase in value and that the Plaintiff should have  
been declined for this loan.

12 32. Plaintiff is informed and believes and therefore alleges that based on a Real Income  
13 Analysis, with the type of take home income Plaintiff possesses and that was clearly disclosed  
14 to Defendants, that the borrower would not be able to support the home payment over an  
extended period.

15 33. Plaintiff is informed and believes and therefore alleges that Defendants failed to provide  
16 Plaintiff with written notice of the furnishing of negative credit information to consumer  
reporting agency after Defendants furnished such negative credit information about Plaintiff.

17 34. Plaintiff is informed and believes and therefore alleges that Defendants breached their  
18 fiduciary duty to Plaintiff because they knew or should have known that the Plaintiff will or  
19 had a strong likelihood of defaulting on this loan, they have a fiduciary duty to the borrower  
to not place them in that loan (in harms way).

20 35. Plaintiff is informed and believes and therefore alleges that it was in the best interest of  
21 the Defendants to promote the particular program for which they approved the Plaintiff. It led  
22 to a maximization of profits for the Defendants, with no concern for the Plaintiff financial  
position or livelihood.

23 36. Plaintiff is informed and believes and therefore alleges that as a result of the practices of  
24 Defendants, and each of them throughout the handling of this loan, that such practices are  
consistent with the definition of predatory lending, and encompass numerous characteristics  
that indicate such.

25 37. Plaintiff is informed and believes and therefore alleges that Defendants provided  
26 inadequate disclosure of the true costs, risks and, where necessary, appropriateness to the  
27 borrower of loan transactions in violation of the Federal Trade Commission Act.

28 38. Plaintiff is informed and believes and therefore alleges that Defendants engaged in

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1 unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or  
2 misleading advertising in violation, rising to unfair and deceptive business practices, in  
3 violation of California Business and Professions Code § 17200 and the Unfair and  
Deceptive Acts and Practices statutes.

4 **FIRST CAUSE OF ACTION**

5 **Declaratory Relief**  
6 **(Against All Defendants)**

7 39. Plaintiff realigns and incorporates by reference all preceding paragraphs as though fully  
8 set forth herein.

9 40. An actual controversy has arisen and now exists between Plaintiff and Defendants  
10 regarding their respective rights and duties, in that Plaintiff contends that Defendants do not  
11 have the right to foreclose on the Subject Property because Defendants' security interest in  
12 the Subject Property has been rendered void by operation of law, pursuant to 24 Code of  
13 Federal Regulations 3500.10, the California Civil Code, California Business and Professions  
14 Code, UDAP, TILA and RESPA. Thus, the purported power of sale by Defendants no longer  
15 applies. Plaintiff further contends that Defendants do not have the right to foreclose on the  
16 Subject Property because Defendants did not properly comply with proper delivery  
17 procedures under RESPA. Plaintiff further contends that the Defendants perpetrated a  
18 fraudulent loan transaction.

19 41. Plaintiff requests that this Court find the purported power of sale contained in the loan of  
20 no force and effect at this time, because Defendants actions in the processing and handling  
21 of this loan has contained numerous violations of State and Federal laws designed to  
22 protect borrowers, which has directly caused Plaintiff to be at an equitable disadvantage to  
23 Defendants. Plaintiff further requests that title to the Subject Property remain in Plaintiffs  
24 name, with said Deed of Trust remaining in beneficiaries' name, during the pendency of this  
25 litigation.

26 42. As a result of the Defendants' actions, Plaintiff has suffered damages according to  
27 proof, and seeks declaratory relief that Defendant's purported power of sale is void and has  
28 no force or effect against the Subject Property.

43. Further, Defendants' actions have been willful, knowing and malicious.

WHEREFORE, Plaintiff prays for relief as set forth below.

44 **SECOND CAUSE OF ACTION**  
45 **(Injunctive Relief Against All Defendants)**

46 44. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
47 fully set forth herein.

48 45. Defendants, during the pendency of this action may commence a foreclosure action

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1 under the Note and may record a Notice of Default indicating their intention of scheduling a  
2 foreclosure sale at later date. Said sale will cause Plaintiff great and irreparable injury in that  
3 real property is amuck.

4 46. The wrongful conduct of Defendants, unless restrained and enjoined by an order of the  
5 court, will cause great and irreparable harm to Plaintiff. Plaintiff will not have the beneficial  
6 use and enjoyment of the property and will lose his home.

7 47. Plaintiff has no other plain, speedy or adequate remedy and the injunctive relief prayed  
8 for below is necessary and appropriate at this time to prevent irreparable loss to Plaintiff.  
9 Plaintiff has suffered and will continue to suffer in the future unless Defendants' wrongful  
10 conduct is restrained and enjoined because real property is inherently unique and it is and  
11 will be impossible for Plaintiff to determine the precise amount of damage Plaintiff will suffer.

12 WHEREFORE, Plaintiff prays for relief as set forth below.

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THIRD CAUSE OF ACTION  
Determine Nature, Extend and Validity of Lien under  
California Commercial Code § 9313  
(Against All Defendants)

54. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
fully set forth herein.

55. Every contract imposes upon each party a duty of good faith and fair dealing in its  
performance and its enforcement. This implied covenant of good faith and fair dealing  
requires that no party will do anything that will have the effect of impairing, destroying, or  
injuring the rights of the other party to receive the benefits of their agreement. The covenant  
implies that in all contracts each party will do all things reasonably contemplated by the  
terms of the contract to accomplish its purpose. This covenant protects the benefits of the  
contract that the parties reasonably contemplated when they entered into the agreement.

56. The terms of the loan imposed upon Defendants a duty of good faith and fair dealing in  
this matter.

57. Defendants enjoyed substantial discretionary power affecting the rights of Plaintiff during  
the events alleged in this Complaint. Defendants were required to exercise such power in  
good faith.

58. Defendants willfully breached their implied covenant of good faith and fair dealing with  
Plaintiff when Defendants:

I. Willfully withheld numerous disclosures;

II. Willfully withheld notices in regard to excessive fees and finance charges including  
Yield Spread Premiums, Underwriting standards, Good Faith  
Estimates, Disclosures of additional income due to interest rate increases, and failure to  
disclose when negative credit scores were disseminated;



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1           III. Willfully placed Plaintiff in a loan that he did not qualify for, could not afford, and  
2 subjected him to further financial detriment, while providing Defendants with financial  
benefits they would not have otherwise enjoyed.

3 59. As a result of Defendants' breach of this covenant, Plaintiff has suffered injury and has  
4 caused Plaintiff the threat of loss of her home. Plaintiff has incurred and continues to incur  
5 legal fees, including attorney fees and costs, as well as expenses to right this wrong.

6 60. Defendant's actions in this matter have been willful, knowing, malicious, fraudulent and  
7 oppressive, entitling Plaintiff to punitive damages in an amount appropriate to punish  
Defendants and to deter others from engaging in the same behavior.

8 WHEREFORE, Plaintiff prays for relief as set forth below.

9  
10                                   FIFTH CAUSE OF ACTION  
Violation of TILA, 15 U.S.C. § 1601, et seq.  
11                                   (Against All Defendants)

12 61. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
13 fully set forth herein.

14 62. The Truth In Lending Act (TILA) applies because the transaction involves the extension  
15 of credit to a consumer for personal, family or household purposes that is subject to a  
finance charge and/or payable by written agreement in more than four installments per 15  
U.S.C. §§1601-1667f, et seq.

16 63. Defendants violated TILA by failing to provide Plaintiff with accurate material disclosures  
17 required under TILA and not taking into account the intent of the State Legislature in  
18 approving this statute which was to fully inform home buyers of the pros and cons of  
adjustable rate mortgages in a language (both written and spoken) that they can understand  
19 and comprehend; and advise them to compare similar loan products with other lenders. It  
20 also requires the lender to offer other loan products that might be more advantageous for  
the borrower under the same qualifying matrix.

21 64. Plaintiff could not nor would not be able to afford this loan. The risks versus the Debt-to-  
22 Income Ratio was not specifically and clearly disclosed to Plaintiff.

23 65. ORIGINAL MORTGAGE LENDER failed to provide Plaintiff with a correct payment  
24 schedule, a properly disclosed interest rate, an accurate Good Faith Estimate or a  
disclosure relating to Property/Hazard Insurance, all required under the Code of Federal  
25 Regulations.

26 66. Any and all statute[s] of limitations relating to disclosures and notices required pursuant  
27 to 15 U.S.C. § 1601, et seq. were tolled due to Defendants' failure to effectively provide the  
28 required disclosures and notices.

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1 67. Per 12 CFR § 226.19(b), ORIGINAL MORTGAGE LENDER was required to provide the  
2 Plaintiffs with the "Consumer Handbook on Adjustable Rate Mortgages" (CHARM) booklet.  
No such booklet was received which is a violation of the TILA laws.

3 68. ORIGINAL MORTGAGE LENDER was further required to fully disclose the terms of the  
4 financing to the Plaintiffs and again, there is no evidence to support such disclosure was  
5 provided to the Plaintiffs. In this case, with such a volatile loan, the Plaintiffs should have  
been fully counseled on the terms and the how such affected the property.

6 69. An actual controversy now exists between Plaintiff, who contends [he / she] has the right  
7 to rescind the loan on the Subject Property alleged in this Complaint, and based on  
information and belief, Defendants deny that right.

8 70. As a direct and proximate result of Defendants' violations, Plaintiff has incurred and  
9 continues to incur damages in an amount according to proof but not yet ascertained  
10 including without limitation, statutory damages and all amounts paid or to be paid in  
connection with the transaction.

11 71. Defendants were unjustly enriched at the expense of Plaintiff who is therefore entitled to  
12 equitable restitution and disgorgement of profits obtained by Defendants

13 72. Defendants' actions in this matter have been willful, knowing, malicious, fraudulent and  
14 oppressive, entitling Plaintiff to punitive damages in an amount appropriate to punish  
15 Defendants and to deter others from engaging in the same behavior.

16 WHEREFORE, Plaintiff prays for relief as set forth below.

17  
18 **SIXTH CAUSE OF ACTION**  
19 **Violation of Real Estate Settlement and Procedures Act (RESPA)**  
**(Against All Defendants)**

20 73. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
21 fully set forth herein.

22 74. RESPA applies because a lender that regularly extends federally related mortgage  
23 loans aggregating more than \$1 million per year, and intended for the purchase of a one-to-  
four-family residential property are subject to RESPA per 12 U.S.C. §§ 2601-2617.

24 75. Housing and Urban Developments (HUD's) 1999 Statement of Policy established a two-  
25 part vest for determining the legality of lender payments to mortgage brokers for table  
funded transactions and intermediary transactions under RESPA:

26 (1) Whether goods or facilities were actually furnished or services were actually  
performed for the compensation paid and;

27 (2) Whether the payments are reasonably related to the value of the goods or  
28 facilities that were actually furnished or services that were actually performed. In applying

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1 this test, HUD believes that total compensation should be scrutinized to assure that it is  
2 reasonably related to the goods, facilities, or services furnished or performed to determine  
whether it is legal under RESPA,

3 76. To earn a Yield Spread Premium (YSP), the broker will increase the amount of the  
4 margin that the borrower will pay, which increases the interest rate and the monthly  
5 payment. The increase in the monthly payment multiplied over three years will be the Yield  
6 Spread Premium. It takes the borrower three years to repay the Yield Spread Premium.  
7 Once the three-year repayment period has ended, the margin on the interest rate does not  
drop. Instead, the borrower continues to pay at the same interest rate and the lender reaps  
the benefits of the higher payment,

8 77. This was purported to Plaintiff by explaining that the Yield Spread Premium was a "credit  
9 for closing costs" or other sort of bait and switch tactic. The Yield Spread Premium  
10 significantly affects the Borrower's payment and financial situation. By allowing ORIGINAL  
11 MORTGAGE BROKER to earn Yield Spread Premium, ORIGINAL MORTGAGE LENDER  
12 would earn excessive fees, to be proven, over the life of the loan, if carried to maturity, as a  
result of the higher interest rate. Both ORIGINAL MORTGAGE LENDER and ORIGINAL  
MORTGAGE BROKER have enjoyed the benefits of Unjust Enrichment.

13 78. The Yield Spread Premium was not explained to the Plaintiff that [he/ she] would be  
14 paying this through her loan payments. ORIGINAL MORTGAGE LENDER and ORIGINAL  
15 MORTGAGE BROKER also failed to provide a separate fee agreement regarding Yield  
Spread Premium, properly disclosing this fact.

16 79. No separate fee agreements, regarding Yield Spread Premium that the broker and the  
17 lender have enjoyed were ever provided, resulting in the benefits of Unjust Enrichment for  
ORIGINAL MORTGAGE LENDER and ORIGINAL MORTGAGE BROKER.

18 80. Defendants violated RESPA because the payments to the mortgage broker and to the  
19 lender were misleading and designed to create a windfall. These actions were deceptive,  
20 fraudulent and self-serving.

21 81. As a proximate result of Defendants' actions, Plaintiff has been damaged in an amount  
22 not yet ascertained is to be proven at trial,

23 WHEREFORE, Plaintiff prays for relief as set forth below.

24 SEVENTH CAUSE OF ACTION  
25 Violation Of California Civil Code § 2932.5  
(Against All Defendants)

26 82. Plaintiffs realleges and incorporates by reference all preceding paragraphs as though  
27 fully set forth herein.

28 83. Where a power to sell real property is given to a mortgagee, or other entity whom has

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1 placed an encumbrance on title, in an instrument intended to secure the payment of money,  
2 the power is part of the security and vests in any person who by assignment becomes  
3 entitled to payment of the money secured by the instrument. The power of sale may be  
exercised by the assignee if the assignment is duly acknowledged and recorded.

4 84. CALIFORNIA RECONVEYANCE COMPANY (CRC) has been named the beneficiary for  
5 this loan. CRC was created to eliminate the need for the executing and recording of  
6 assignment of mortgages, with the idea that CRC would be the mortgagee of record. This  
7 would allow CRC to foreclose on the property, and at the same time, assist ORIGINAL  
8 MORTGAGE LENDER in avoiding the recording of the Assignments of Beneficiary on loans  
sold. This saved ORIGINAL MORTGAGE LENDER money in manpower and the costs of  
recording these notes. It was also designed to "shield" investors from liability as a result of  
lender misconduct regarding the process of mortgage lending.

9 85. CRC is simply an "artificial" entity designed to circumvent certain laws and other legal  
10 requirements dealing with mortgage loans. By designating certain member employees to be  
11 CRC corporate officers, CRC has created a situation whereby the foreclosing agency and  
CRC "designated Officer" has a conflict of interest.

12 86. Since neither CRC nor the service have a beneficial interest in the note, nor do they  
13 receive the income from the payments, and since it is actually an employee of the servicer  
14 signing the Assignment in the name of CRC, the Assignment executed by the CRC  
15 employee is illegal. The actual owner of the note has not executed the Assignment to the  
new party. An assignment of a mortgage in the absences of the assignment and physical  
delivery of the note will result in a nullity.

16 87. It must also be noted that the lender or other holder of the note registers the loan on  
17 CRC. Thereafter, all sales or assignments of the mortgage loan are accomplished  
18 electronically under the CRC system. CRC never acquires actual physical possession of the  
mortgage notes, nor do they acquire any beneficial interest in the Note.

19 88. The existence of CRC indicated numerous violations of the California Business and  
20 Professions Code as well as Unfair and Deceptive Acts and Practices due to the conflicting  
21 nature and identity of the servicer and the beneficiary. Each of these practices was  
22 intentionally designed to mislead the borrower and benefit the lenders. One can only  
conclude arch a reading of this section, that CRC or any of its subsequent assignees, have  
no legal standing to record a Notice of Default and subsequently foreclose.

23 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as set  
24 forth herein.

25 EIGHTH CAUSE OF ACTION  
26 Rescission  
27 (Against All Defendants)

28 90, Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though

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1 fully set fond herein.

2 91. Plaintiff is entitled to rescind the loan for all of the foregoing reasons: 1) TILA  
3 Violations; 2) RESPA; 3) Fraudulent Concealment and 4) Public Policy Grounds, each of  
4 which provides independent grounds for relief

5 92. The Truth In Lending Act, 15 U.S.C § 1601, et seq. extends Plaintiffs right to rescind a  
6 loan to three years from the date of closing if the borrower received false or incomplete  
7 disclosures of either the loans terms or borrowers right to rescind. Here, Defendants have  
8 failed to properly disclose the details of the loan. Specifically, the initial disclosures do not  
9 initial TILA disclosures, and lack of diligence and collusion on the part of the broker, lender  
10 and underwriter to place Plaintiff in a loan he could not afford and would ultimately benefit  
11 Defendants.

12 93. The public interest would be prejudiced by permitting the alleged contract to stand as  
13 such action would regard an unscrupulous lender.

14 94. As a proximate result of Defendants' actions, Plaintiff has been damaged in an amount  
15 not yet ascertained is to be proven at trial.

16 WHEREFORE, Plaintiff prays for rescission of the stated loan in its entirety.

17  
18 NINTH CAUSE OF ACTION  
19 Fraud - California Civil Code §1572  
20 (Against All Defendants)

21 95, Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
22 fully set forth herein.

23 96. Defendants intentionally, willfully and wantonly engaged in the acts with the purpose of  
24 deceiving Plaintiff and inducing him to part with their personal and real property buy using a  
25 stated income loan.

26 97. The credit application and or available W-2's provided by Plaintiff was enough, in  
27 addition to the application itself for Defendants to know what type of loan should be offered,  
28 and what the Plaintiffs could not afford, Any falsification of a credit application by a broker or  
seller for the purposes of securing a loan is de facto fraud. U.S. v. Robinson, 4th Circuit,  
2004.

98. Defendants engaged in the unlawful suppression of facts or circumstances by one of the  
parties to a contract from the other, for self-serving purposes and financial gain, which  
injustice ought to be made known.

99. This loan was fraudulent because: a) the current loan program creates a belief in  
Plaintiff that [he / she] will be able to make the payments and is illusory and never really in  
effect; b) the use of a stated income, without verification and the use of an automatic



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1 underwriter fails to reach an appropriate standard while simultaneously inducing Plaintiff's  
2 reliance on the qualification process; and c) underwriting a borrower based on the clear and  
present risk is "knowingly" selling a mortgage loan that will fail.

3 100. Plaintiff justifiably relied on Defendants deception, which was the actual and proximate  
4 cause of Plaintiffs damages.

5 101, Plaintiff is entitled to exemplary and punitive damages for Defendants' fraudulent  
6 conduct in the sum to be determined at trial. Further, fraudulent concealment voids the  
contract.

7 WHEREFORE, Plaintiff prays for relief as set forth below.  
8

9 TENTH CAUSE OF ACTION  
Unfair And Deceptive Business Act Practices (UDAP)  
10 (Against All Defendants)

11 102, Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
12 fully set forth herein,

13 103, Defendants failed to undergo a diligent underwriting process for this loan a alleged in  
14 this complaint. They also failed to properly adjust and disclose facts and circumstances  
15 relating to Plaintiff's mortgage loan and placed Plaintiff in a loan, by way of stated income  
16 and misleading facts, which they should never have been approved for because they could  
17 not afford it. Defendants did have that knowledge of these facts, circumstances and risks  
18 but failed to disclose them. Defendants also used various rates and charges to disguise the  
actual payment schedule and loaned amount. The Defendants enjoyed unjust enrichment  
and have profited and deceptively prayed upon Plaintiff and his/her naive nature in the  
industry.

19 104. By reason of Defendants' fraudulent, deceptive, unfair, and other wrongful conduct as  
20 herein alleged, said Defendant has violated California Business and Professions Code §  
21 17200 et seq. by consummating an unlawful, unfair, and fraudulent business practice,  
designed to deprive Plaintiff of [his / her] home equity, as well as her past and future  
investment.

22 105. By reason of the foregoing, Plaintiff has suffered and continues to suffer damages in a  
23 sum, which is, as yet unascertained.

24 WHEREFORE, Plaintiff prays for relief as set forth below

25 ELEVENTH CAUSE OF ACTION  
26 Breach of Fiduciary Duty  
27 (Against Defendants)

28 106. Plaintiff realleges and incorporates by reference all preceding paragraphs as though

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1 fully set forth herein.

2 107. Defendants owed a fiduciary duty to Plaintiff and breached that duty by failing to advise  
3 or notify Plaintiff when Defendants broker knew or should have known that Plaintiff will or  
4 has a likelihood of defaulting on the loan, Defendants have a Fiduciary duty to the borrower  
to not place them in that loan (in harms way).

5 108. Regarding this loan, it was in the best interest of the Defendants to promote the  
6 particular program for which they approved the Plaintiff. It led to a maximization of profits for  
7 the Defendants, with no connect for the borrower, A 30-year fixed with less principal or an  
8 outright denial of the current loan program would have netted less rectum for the lender,  
though better for the borrower failed to provide material disclosures regarding the loan and  
its interest rate to Plaintiff while in the capacity of Plaintiff's Lender.

9 110. Defendants failed to fully comply with TILA regulations and laws designated to protect  
10 Plaintiff. The failure to do so, placed Plaintiff in a serious disadvantage and potential loss of  
11 her home. Such actions are violations of a fiduciary responsibility owed to Plaintiff by  
Defendants.

12 WHEREFORE, Plaintiff prays for relief as set forth below.

13 TWELFTH CAUSE OF ACTION  
14 Unconscionability – UCC 3202  
15 (Against All Defendants)

16 111, Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
17 fully set forth herein.

18 112, If the court, as a matter of law finds the contract or any clause of the contract to have  
19 been unconscionable at the time it was made the court may refuse to enforce the contract,  
20 or it may enforce the remainder of the contract without the unconscionable clause, or it may  
so limit the application of any unconscionable clause as to avoid any unconscionable result.

21 113. When it is claimed or appears to the court that the contract or any clause thereof may  
22 be unconscionable the parties shall be afforded a reasonable opportunity to present  
evidence as to its commercial setting, purpose and effect to aid the court in making the  
determination.

23 114. Here, based on the deception, unfair bargaining position, lack of adherence to the  
24 regulations, civil codes and federal standards that the Defendants were require to follow;  
25 coupled with the windfall that the Defendants reaped financially from their predatory  
26 practices upon Plaintiff, the court may find that the loan agreement and trust deed are  
unconscionable and of no force or effect.

27 WHEREFORE, Plaintiff prays for restitution and relief as set forth below,  
28

Sean Park and Michelle Park

THIRTEENTH CAUSE OF ACTION  
Predatory Lending; California Business and Professions Code §17200  
(Against All Defendants)

115. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

116. The Office of Comptroller of the Currency defines Predatory Lending as any lien secured by real estate, which shares well-known common characteristics that result in Unfair and Deceptive Business Practices under California Business and Professions Code § 17200.

117. Acts undertaken by the Defendants here Hat are consistent with the Office of the Comptroller's definition include the fact that this loan was marketed in a way which fails to fully disclose all material terms and includes terms and provisions which are unfair, fraudulent or unconscionable;

118. This loan is marketed in whole or in part on the basis of fraud, exaggeration, misrepresentation, or the concealment of a material fact and was underwritten without due diligence by the party originating the loan;

119. The loan docs clearly on the good faith estimate of closing costs the size of any yield spread premium paid directly or indirectly, in whole or in part, to a mortgage loan officer;

120. Contains loan terms whereby the borrower can never realistically repay the loan, representative of "Bait and Switch" tactics.

121. This loan is based on a loan application that is inappropriate for the borrowers. For instance, the use of a No Income stated in the loan application from an employed individual who has or can obtain pay stubs, W-2 forms and tax returns.

122. This loan is underwritten without due diligence by the party originating the loan. There has been no realistic means test for determining the ability of the borrowers to repay the loan. Further, there is a lack of documentation of income, or assets and/or job verification.

123. Plaintiff, was frustrated of lack of performance of lender to modify loan after many months of submitting required documents, emails and phone conversations, etc. Evidence will document behavior and show lender received unjust enrichment.

WHEREFORE, Plaintiff prays for relief as set forth below.

FOURTEENTH CAUSE OF ACTION  
Quiet Title  
(All Defendants Claiming Any Interest In the Subject Property)

124. Plaintiffs re-allege and incorporated by reference all preceding paragraphs as though fully set forth herein.

Sean Park and Michelle Park

125. Plaintiffs is at all times herein mentioned the owner and/or omitted to possession of the Property, until the date of sale that transferred physical possession of the deed of trust to the non-bona tide subsequent purchaser.

126, Plaintiffs are informed and therefore believes and thereupon alleges that Defendants, and each of them, claim an interest in the Subject Property adverse to Plaintiffs. However, as a result of the conduct more fully described in the preceding allegations, the claim of Defendants is without any right whatsoever, and said Defendants have no legal or equitable right, claim, or interest in the Property.

127. Plaintiff therefore seeks a declaration that the title to the Subject Property is vested in Plaintiff alone and that the Defendants herein, and each of them, be declared to have no estate, right, title or interest in the Subject Property and that said Defendants, and each of them, be forever enjoined from asserting any estate, right, title or interest in the Subject Property adverse to Plaintiff.

WHEREFORE, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE Plaintiff will ask for the following for each Cause of Action sustained:

1. For Compensatory Damages in an amount to be determined by proof at trial,
2. For Special Damages in an amount to be determined by proof at trial,
3. For General Damages in an amount to be determined by proof at trial,
4. For Treble Damages in an amount to be determined by proof at trial,
5. For Punitive Damages as against the individual Defendants,
6. For Attorney's Fees and Costs of this action,
7. For Declaratory Relief, including a declaration that Plaintiff is the prevailing party,
8. For an injunction, enjoining any future foreclosure proceeding on the Subject Property,
9. For a judgment rescinding the Loan and Security Agreement and setting forth terms of restitution,
10. Quiet Title,
11. For any prejudgment or other interest according to law, and
12. Any other and further relief that the Court considers just and proper.

Sean M. Park Date 7-26 2010  
(Sean M. Park Plaintiff,)

Michelle Park Date 7/26 2010  
(Michelle Park Plaintiff)

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

SEAN M. PARK AND  
MICHELLE PARK, PRO SE

(b) County of Residence of First Listed Plaintiff SAN DIEGO  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

SEAN M. PARK PRO SE  
8011 PROSPECT WAY 6192486967  
LA MESA CA 91941

## DEFENDANTS

WASHINGTON MUTUAL BANK, FSB/  
JP MORGAN CHASE & CO. N.A.  
Finance LLC (Lender)

County of Residence of First Listed Defendant Kentville, TX  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED: DEPUTY

Attorneys (If Known)

10 CV 1548

MMA NLS

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |   |                                       |                                       |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
|   | PTF                        | DEF                        |   | PTF                                   | DEF                                   |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 510 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

## V. ORIGIN

- (Place an "X" in One Box Only)
- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1331  
FRAUD

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

7-26-10

SIGNATURE OF ATTORNEY OF RECORD

Se M. Park

FOR OFFICE USE ONLY

RECEIPT # 16197

AMOUNT \$350

7/26/10 BY

APPLYING IFP

JUDGE

MAG. JUDGE

CR



Court Name: USDC California Southern  
Division: 3  
Receipt Number: CAS016197  
Cashier ID: bhartman  
Transaction Date: 07/26/2010  
Payer Name: SEAN M PARK

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CIVIL FILING FEE  
For: PARK V WASHINGTON MUTUAL  
Case/Party: D-CAS-3-10-CV-001548-001  
Amount: \$350.00

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CREDIT CARD  
Amt Tendered: \$350.00

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Total Due: \$350.00  
Total Tendered: \$350.00  
Change Amt: \$0.00

There will be a fee of \$45.00  
charged for any returned check.